

IN THE UNITED STATE DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
CORPUS CHRISTI DIVISION

CRYSTAL AND RYAN KELLY	§	
McMANUS, INDIVIDUALLY AND AS	§	
PARENTS OF ABBYGAIL McMANUS,	§	
	§	
<i>Plaintiffs</i>	§	CIVIL ACTION NO. C-04-562
	§	
v.	§	JURY DEMANDED
	§	
DOREL JUVENILE GROUP, INC.,	§	
	§	
<i>Defendant.</i>	§	

**AGREED ORDER ON SETTLEMENT, DISMISSAL,
AND GUARDIAN AD LITEM FEES**

CAME ON for hearing the above-entitled and numbered cause wherein **CRYSTAL AND RYAN KELLY McMANUS, INDIVIDUALLY AND AS PARENTS OF ABBYGAIL McMANUS**, Plaintiffs, and **DOREL JUVENILE GROUP, INC.**, Defendant, appeared by and through their respective attorneys of record and announced ready for trial on the merits of Plaintiff's claims.

It appearing to the Court that a conflict of interest exists between the minor Plaintiff Abbygail McManus, and her parents, Crystal and Ryan Kelly McManus, the Court appointed Richard C. Woolsey, a practicing attorney at the Bar of this Court, to act as Guardian Ad Litem for Abbygail McManus. The Plaintiffs, having been expressly advised that they are entitled to a trial by jury, and a jury having been expressly waived in open Court, all matters of fact as well as of law were submitted to the Court for its hearing and determination.

After the Guardian Ad Litem was fully informed of all matters involved in this case, it was submitted in open Court by all parties, including the Guardian Ad Litem, that subject to the approval of the Court and the apportionment by the Court of the money being paid, an agreement of compromise and settlement has been reached by and between the parties hereto under the terms of which the Defendant is to pay the sum of TEN THOUSAND DOLLARS and no cents (\$10,000.00) as full settlement and satisfaction of any and all claims, demands and causes of action of whatsoever nature, asserted or which might have been asserted herein arising out of or in any manner connected with the incident which occurred on or about June 25, 2004 in Nueces County, Texas, which said incident is more specifically described and set forth in Plaintiffs' Original Petition on file herein.

Said compromise and settlement agreement having been made known to the Court, the Court considered the agreement, pleadings and the statements of counsel for the parties, including the Guardian Ad Litem; and the Court called for and heard evidence with reference to the matter in which the incident in question occurred, the nature and extent of damages sustained by the minor Plaintiff, the justness, reasonableness and propriety of said compromise and settlement agreement, and all evidence pertaining in any manner to the matters here involved or necessary to their determination. Having heard such evidence, the Court makes the following findings of fact:

1. Richard C. Woolsey, the Guardian Ad Litem for Abbygail McManus, minor, recommends the foregoing compromise and settlement agreement on behalf of said minor, and advised the Court that such settlement is fair, just and reasonable and in the best interest of the minor child;

2. Defendant's liability upon the claims stated is doubtful and questionable and the compromise and settlement above referred to is entered into by Defendant solely in settlement of a disputed claim and without being an admission of liability on its part, the damages which Plaintiffs may have sustained being incapable of definite ascertainment;

3. The best interests of Abbygail McManus, minor, have been protected herein, the compromise and settlement agreement referred to above under the terms of which Defendant, DOREL JUVENILE GROUP, INC. is to pay to the Plaintiffs the sum of TEN THOUSAND DOLLARS and no cents (\$10,000.00) in settlement of all claims based upon the incident incurred by the Plaintiffs, is a just, fair, reasonable and proper settlement, and is in the best interest of the minor child, Abbygail McManus, and the Court does hereby now approve the settlement and enter its judgment based thereon; as follows:

It is, **ORDERED, ADJUDGED and DECREED** that the Plaintiffs **CRYSTAL AND RYAN KELLY McMANUS, INDIVIDUALLY AND AS PARENTS OF ABBYGAIL McMANUS, MINOR**, do have and recover judgment of the Defendant, the total sum of TEN THOUSAND DOLLARS and No/100 (\$10,000.00) to be made payable as follows:

- a. to **Crystal and Ryan Kelly McManus, Individually and as Parents of Abbygail McManus, Minor and Attorney Rene Luna**, the amount of TEN THOUSAND DOLLARS and no cents (\$10,000.00) to be apportioned as follows:
 - i. The sum of FOUR THOUSAND SIX HUNDRED DOLLARS and no cents (\$4,600.00) to be placed into an interest-bearing account with the Registry of the Court for the use and benefit of **Abbygail McManus**, and upon **Abbygail McManus'** eighteenth birthday, she will be entitled to receive those funds.
 - ii. The sum of FIVE THOUSAND FOUR HUNDRED DOLLARS and no cents (\$5,400.00) payable to **Crystal and Ryan Kelly McManus, Individually and as Parents of Abbygail McManus, Minor and Attorney Rene Luna** for attorney's fees, legal expenses and medical liens. Written assurance has been given by the Plaintiffs that no outstanding liens remain to later interfere with the settlement monies

received by the Plaintiffs. See attached letter of 3/9/06 from TMHP indicating Medicaid will hold no subrogation on this claim.

It is further **ORDERED, ADJUDGED and DECREED** that this judgment has been fully and finally discharged and that the Defendant, **DOREL JUVENILE GROUP, INC.**, be and the same are hereby forever relieved and discharged of and from any and all liability, claims, demands or causes of action of whatsoever nature, whether in contract or in tort, arising out of the action described in Plaintiffs' Original Petition and no execution shall ever issue. This case is hereby dismissed with prejudice to the refiling of same.

It is further **ORDERED, ADJUDGED and DECREED** that the Guardian Ad Litem, Richard C. Woolsey, shall be paid by Dorel Juvenile Group, Inc. the sum of ONE THOUSAND DOLLARS and no cents (\$1,000.00) for services rendered as Guardian Ad Litem for Abbygail McManus, minor.

It is further **ORDERED, ADJUDGED and DECREED** that any and all relief sought or prayed for by one or more of the parties hereto which is not specifically granted be and the same is hereby in all things **DENIED**.

By agreement of the parties, the Ad Litem fees, in the sum of One Thousand and No/100 Dollars (\$1,000.00) has been paid to the Ad Litem by Dorel Juvenile Group in full satisfaction of the fees for services as guardian ad litem..

SIGNED on this the 24th day of August, 2006.



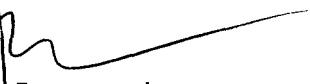
U.S. DISTRICT JUDGE

APPROVED AND AGREED TO:

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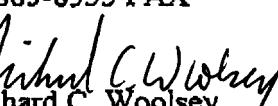

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GUARDIAN AD LITEM